

TOWN MANAGER EMPLOYMENT AGREEMENT

BETWEEN

TOWN OF FOXBOROUGH AND WILLIAM G. KEEGAN, JR.

THIS AGREEMENT is made pursuant to Chapter 41, Section 108N of the Massachusetts General Laws between the Town of Foxborough ("Town"), acting by and through its Board of Selectmen, ("Board"), and William G. Keegan, Jr. ("Keegan" or "Town Manager") for Keegan to be employed as the Foxborough Town Manager.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1 - FUNCTIONS AND DUTIES OF THE TOWN MANAGER

The Town Manager shall be the Chief Administrative Officer of the Town. The Town Manager shall perform the duties specified in St. 2004, c. 5, "An Act Providing for a Selectmen-Town Manager Form of Government in the Town of Foxborough" ("Town Manager Act"), the Town's By-Laws and such other duties as the Board shall from time to time legally assign to him.

SECTION 2 - TERM OF CONTRACT

This Agreement shall be for the term beginning between July 1, 2020 and ending on March 31, 2023.

SECTION 3 - REMOVAL AND SEVERANCE PAY

- A. The Board may remove the Town Manager during the term of this Agreement, by a majority vote of the full Board.
- B. Except where the removal is for cause related to misconduct in office, if the Town Manager is removed by the Board of Selectmen prior to the expiration of the term of this Agreement the Town agrees that it shall pay to the Town Manager six (6) months of severance pay, as well as unused vacation time. The Board will have the option of meeting that obligation by keeping the Town Manager on the regular payroll or providing him with a lump sum payment, or a combination thereof. If the removal is cause related to misconduct in office, the Town Manager shall not be entitled to severance pay.
- C. The Agreement shall be deemed to be terminated upon the Town Manager's removal and all rights and benefits shall cease, except for the Town Manager's entitlement to severance pay (if applicable) and unused vacation pay and post-removal indemnification as set forth in Section 11.

- D. In the event that the Town Manager voluntarily resigns his position before the expiration of the term of this Agreement, the Town Manager shall give the Town three (3) months written notice in advance; unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk. Said resignation shall not take effect until three (3) months after the date written notice is given to the Town by the Town Manager. The Town Manager will cooperate fully with the Board in the transition related to his departure.

SECTION 4 - SALARY

- A. Effective July 1, 2020, the Town agrees to pay the Town Manager for services rendered an annual base salary of \$208,421* (two hundred and eight thousand, four hundred and twenty one dollars).
- B. Effective July 1, 2021, the Town agrees to pay the Town Manager for services rendered an annual base salary of \$213,631* (two hundred thirteen thousand, six hundred and thirty-one dollars).
- C. Effective July 1, 2022, the Town agrees to pay the Town Manager for services rendered a pro-rated annual base salary amount of \$218,972* (two hundred eighteen thousand, nine hundred and seventy-two dollars) for the next nine consecutive months or through March 31, 2023. On April 1, 2023, the Town Manager shall be retained for three months under the provisions of Temporary Employment Agreement set forth in Addendum A to this Agreement.

* Salary adjustments reflect a 3.0% for FY 2021, 2.5% for FY 2022 and 2.5% for FY 2023 increase, respectively, over the previous contract years' amount. All such increases are based entirely on a successful performance evaluation as determined by the Board of Selectmen on the services performed in the previous contract year by the Town Manager. Salary amounts are payable in the same installments as other employees of the Town are paid.

SECTION 5- TOWN MANAGER EVALUATION

- A. Beginning no later than July 1, 2020, and annually thereafter, the Board and the Town Manager shall define the goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Boards policy objectives, and shall further establish a general priority among those various goals and objectives; with said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.
- B. The Board shall review and evaluate the Town Manager for the time period beginning July 1, 2020 and ending approximately June 30, 2021, and then every year thereafter. Said review and evaluation shall be based on the goals and objectives developed jointly by the Board and the Town Manager. Further, the Chairman of the Board shall provide the Town Manager with a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for the Town Manager to discuss his evaluation with the Board. The evaluation shall be part of the Town Manager's personnel file.

- C. The Board and the Town Manager will work together to come up with an evaluation document(s) to be used for the evaluation of the Town Manager.

SECTION 6 - HOURS OF WORK

The Town Manager will devote full time and attention to the business of the Town and will not engage in any other employment, except with the approval of the Board. It is recognized that the Town Manager will be required to work at Town Hall during normal Town Hall business hours, unless engaged in the Town's business outside of Town Hall, and devote a great deal of time outside normal business hours to the business of the Town, and to that end the Town Manager will be allowed to take reasonable compensatory time off when it does not interfere with the operations of the Town. The Town Manager shall accurately record all time off to be charged to vacation, sick, compensatory time or other paid leave and provide it to the Board upon request.

SECTION 7- HEALTH INSURANCE, VACATION, HOLIDAYS, SICK LEAVE, FUNERAL LEAVE, JURY DUTY

- A. The Town Manager shall be eligible to enroll in the Town's health insurance program under the same terms as other Town employees, including the premium split of 70%-30% for HMOs and 50%-50% for PPOs and as set forth in the Town's 2013 Public Employee Committee Agreement. The Town shall also provide the Town Manager access to dental insurance on the same terms as access is provided to other non-bargaining unit, general government employees.
- B. The Town Manager will be entitled to 25 (twenty five) days of paid vacation for each year of this Agreement. The Town Manager may carry over up to 10 (ten) days of unused vacation from one fiscal year to the next and, have up to five (5) days of carried over vacation bought back each year from the Town. Vacation compensated in cash shall be at the Town Manager's daily rate of compensation. (Annual salary/52/40x8).
- C. The Town Manager will be credited with the 150 sick days he has already accrued. He shall then be credited with 1.25 (one and a quarter) sick days for each month of service, but at no time will his sick leave accrual exceed 150 days. Sick leave will not be bought back.
- D. The Town Manager shall receive the following days off with pay as Holidays:

New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

If a holiday falls on a day that the Town Manager is using paid vacation or is required to work a full Holiday due to an emergency, he will be allowed to take another day off with pay.

- E. Upon the death of the Town Manager's spouse or children, the Town Manager will be granted leave of up to five (5) working days without loss of pay. Upon the death of the Town Manager's mother, mother-in-law, father, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren or a member of the immediate household, the Town Manager will be granted leave of up to three (3) working days without loss of pay.
- F. The Town Manager shall receive four (4) days of personal leave each contract year. Personal days must be used in the time period/year in which they are accrued and will not be bought back.
- G. In the event that the Town Manager serves as a juror in a Federal Court or in the Courts of the Commonwealth, he shall receive from the Town the difference between his salary and the compensation he receives for such jury services, exclusive of any travel or other allowance; provided, however, he shall receive his full pay for his first three days of service for the Commonwealth of Massachusetts.
- H. The Town Manager will advise the Board whenever he intends to take leave of any type for more than three (3) consecutive days.

SECTION 8 -ELECTRONIC DEVICES, EXPENSES, PROFESSIONAL DEVELOPMENT, DUES AND SUBSCRIPTIONS

The Town shall provide, and pay any bills related to, a smart-phone, a tablet computer and a laptop for the Town Manager to perform his duties for the Town. The use must be consistent with Town policies.

The Town Manager shall be reimbursed for any expenses (other than reimbursement for mileage for use of his personal vehicle) incurred in the performance of his duties, or as an official representative of the Town, including attendance by him at civic or social events.

Subject to the approval of the Board, the Town agrees to pay annually for dues, subscriptions, registration, travel and subsistence expenses for memberships, conferences, short courses, institutes and seminars that are necessary for his professional development, as approved by the Board of Selectmen, including without limitation, the ICMA Annual Conference, the Massachusetts Municipal Association Annual Conference and the Massachusetts Municipal Managers' Association Annual Spring Conference. Time spent in any professional development activities shall not be deducted from vacation leave.

SECTION 9 -LIFE OR DISABILITY INSURANCE CONTRIBUTION

Beginning July 1, 2020, the Town shall reimburse the Town Manager up to \$4,000 (four

thousand dollars) in each fiscal year of the Agreement toward the cost of him securing personal life and/or disability insurance.

SECTION 10- AUTOMOBILE

The Town Manager shall receive a car allowance of \$550 (five hundred and fifty dollars) per month. The Town Manager shall be responsible for keeping mileage records for Internal Revenue purposes.

SECTION 11 - INDEMNIFICATION

Pursuant to M.G.L. c. 258, § 13, the Town shall indemnify the Town Manager from any personal financial loss and expense including reasonable legal fees and costs, if any, in an amount not to exceed \$1,000,000 (one million dollars), arising out of any claim, demand, suit, or judgment by reason of any act or omission, except an intentional violation of civil rights of any persons, if the Town Manager was acting within the scope of his official duties or employment. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Manager. This indemnification shall also apply to the Town Manager after he leaves the employment of the Town for any act or omission that occurred during his employment with the Town.

The Town will provide the Town Manager with liability insurance coverage under its public officers' liability insurance policy.

SECTION 12- BONDING

The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager, in the performance of municipal duties.

SECTION 13 – NO REDUCTION IN COMPENSATION OR BENEFITS

The Town shall not at any time during the term of this Agreement reduce the salary, compensation or other benefits of the Town Manager except in accordance with the provisions of this Agreement or if the reduction is across the board for all other employees of the Town or by mutual agreement between the Board and the Town Manager.

SECTION 14- OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. All provisions of the laws of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Town Manager, except as otherwise provided in this Agreement.
- B. The Town Manager shall not be entitled to any benefit in the Town's Wage and Personnel By-Law, including any salary or benefits increases provided to By-Law employees in the future.
- C. This Agreement supersedes any and all prior written or oral agreements and constitutes the entire agreement between the parties. No extension or modifications or same shall be effective unless by an instrument in writing duly executed by the parties.
- D. This Agreement is a Massachusetts contract and shall be governed by the laws of the

Commonwealth of Massachusetts. If any provision, or any portion thereof, contained in this Agreement shall be determined to be illegal by a court of competent jurisdiction or otherwise, it shall be considered null and void but the remainder of this Agreement shall not be affected, and shall remain in full force and effect.

- E. For the purposes of the Fair Labor Standards Act, the Town Manager shall be an "exempt employee".

SECTION 16-NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. TO TOWN: Chairman of Board of
Selectmen Foxborough
Town Hall Foxborough,
MA 02035

B. TO TOWN MANAGER: William G. Keegan, Jr.
791 Pine Street
Seekonk, MA 02771

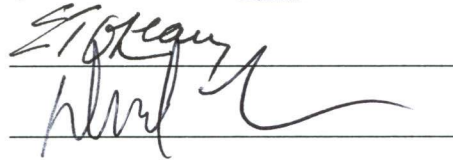
Alternatively, notices required pursuant to this Agreement may be served by email or personally served. Notice shall be deemed as given as of the date of email or personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. A party from time to time may give the other party written notice of an alternate address(s) to which notices shall be given by mail hereunder in lieu of an address set forth above.

IN WITENSS WHEREOF, the parties hereunto set their hands and seal by their duly authorized representatives this 17th day of December, 2019.


Foxborough Board of Selectmen







Date

 12/17/2019
William G. Keegan, Jr. Date

Approved as to Legal Form

Jaime Kenny, Town Labor Counsel

DATE: _____

I certify there is an appropriation to fund this contract.

George Samia, Director of Finance

DATE: _____

ADDENDUM A

AGREEMENT BETWEEN TOWN OF FOXBOROUGH AND WILLIAM G. KEEGAN, JR. FOR EMPLOYMENT AS INTERIM TOWN MANAGER APRIL 1, 2023 – JUNE 30, 2023

Whereas, William G. Keegan, Jr., Interim Town Manager for the Town of Foxborough (“Mr. Keegan” or “Interim Town Manager”) intends to retire as of March 31, 2023;

Whereas, the Town of Foxborough (“Town”), acting through the Board of Selectmen (“Board”), wishes to retain Mr. Keegan’s services as Interim Town Manager for the three (3) month period beginning April 1, 2023 through and including June 30, 2023;

Whereas, the Board under Chapter 41, Section 108N of the Massachusetts General Laws, may contract with the Interim Town Manager regarding his conditions of employment; and

Whereas, Mr. Keegan agrees to serve and accept the appointment;

NOW THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows:

Section 1. Duties

- 1.1 The Town shall employ Mr. Keegan as Interim Town Manager on an hourly basis.
- 1.2 Mr. Keegan shall retain the title of “Interim Town Manager.”
- 1.3 Mr. Keegan shall be the Chief Administrative Officer of the Town and perform all duties and responsibilities of the Interim Town Manager specified in St. 2004, c. 5, “An Act Providing for a Selectman-Town Manager Form of Government in the Town of Foxborough and in the contract to which this is an Addendum.
- 1.4 Further, Mr. Keegan shall perform any other legally permissible and proper duties and functions as the Board of Selectmen may from time to time assign.
- 1.5 Nothing in this Addendum shall prevent, limit, or otherwise interfere with the right of the Board to rescind the appointment of Mr. Keegan as Interim Town Manager on the hourly basis as set forth herein.

Section 2. Indemnification and Bonding

- 2.1 The Town shall provide indemnification and legal defense for the Interim Town Manager in accordance with G.L. c. 258.
- 2.2 To the extent not otherwise prohibited by law said indemnification and legal

defense shall include any claim made following the expiration of the term of this agreement or the termination from employment of the Interim Town Manager, so long as the Town would have been otherwise obliged to provide indemnification and legal defense had the term not expired or the employment not have been terminated.

- 2.3 The Interim Town Manager shall, as a condition of said indemnification and legal defense, cooperate with the Town, its attorneys and agents in all matters relating to said claim.
- 2.4 If the Interim Town Manager leaves the employment of the Town and serves as a witness, he shall be paid for each day of preparation and attendance at a trial on an hourly basis based on his hourly rate at the time of his separation from employment from the Town.
- 2.5 This Section shall survive the termination of this Agreement.

Section 3. Term, Minimum Hours and Compensation

- 3.1 This Agreement shall become effective April 1, 2023 and shall be in full force and effect until June 30, 2023.
- 3.2 The Interim Town Manager shall be responsible and have all authority of the Interim Town Manager as set forth in and shall be expected to perform to the standard expected of Interim Town Managers.
- 3.3 Notwithstanding the foregoing, acknowledging that the appointment is a temporary appointment of limited duration and that it is expected by the Board of Selectmen and the Interim Town Manager that the Interim Town Manager will be able to fulfill these requirements in approximately forty (40) regular hours per week.
- 3.4 If the Interim Town Manager is required to work more than forty (40) hours in a work week, he shall notify the Chairperson of the Board of Selectmen in advance of working such additional hours.
- 3.5 Given the professional nature of the position, it will be the responsibility of the Interim Town Manager to determine his work schedule for the Town, although he will typically be in the Town offices at least three (3) days per week and attend night meetings.
- 3.6 The Town agrees that it shall compensate the Interim Town Manager at a rate of \$106.00 per hour for all regular hours worked, with usual deductions required by law.
- 3.7 Given the professional nature of this position, it is expected that the Interim Town Manager will monitor the business of the Town and be reachable beyond his regular offices per week and respond when necessary at no additional cost to the Town for these extra hours.

- 3.8 The Town agrees that the Interim Town Manager shall retain his cellular telephone, tablet and/or any Town-issued electronic devices as of March 31, 2023 during the duration of this Agreement. The Town further agrees to pay any bills related to said electronic devices during the term of this Agreement and any extension thereof. Upon the conclusion of his employment, if the parties so agree in writing, the Interim Town Manager may purchase the electronic device(s) at a price to be agreed upon.
- 3.9 The Town agrees that it shall reimburse the Interim Town Manager for any expenses, including mileage, related to his service to the Town consistent with its expense reimbursement policies. This Section shall survive the termination of this Agreement.
- Interim Town Manager
- 3.10 The Interim Town Manager will not be entitled to any vacation or other paid time off benefits for the term of this Agreement.

Section 4. General Provisions

- 4.1 If any provision, or any portion thereof, contained in this Agreement, is held unconstitutional, invalid, unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- 4.2 This Agreement shall be binding upon and inure to the benefit of the heirs at law executors of the Interim Town Manager.
- 4.3 This Employment Agreement is entered into in the Commonwealth of Massachusetts and shall be construed and interpreted in accordance with its laws.
- 4.4 The Interim Town Manager warrants he has no public or private interest and shall not acquire directly or indirectly any such interest which would conflict with the providing of services.
- 4.5 For purposes of the Fair Labor Standards Act, the Interim Town Manager shall be considered an exempt employee pursuant to Section 13(a)(1) of the Fair Labor Standards Act.
- 4.6 This Agreement may be amended only by a writing signed by the parties.
- 4.7 The Board of Selectmen may terminate this Agreement at any time, by providing forty-eight (48) hours-notice, in writing or by email to the Interim Town Manager.

IN WITNESS WHEREOF, the Town of Foxborough Massachusetts has caused this Agreement to be signed and executed on its behalf by its Board of Selectmen, and duly attested by its Town Clerk, and the Interim Town Manager has signed and executed this Agreement, both in duplicate, on the day and year first written above.

Board of Selectmen:

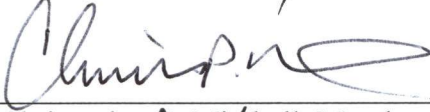


Mark Elfman, Chairman

Leah Gibson, Vice Chair



Edward T. O'Leary, Clerk



Christopher P. Mitchell, Member



David Feldman, Member

Dated: _____

Approved as to form: Town Counsel

Dated: _____

Attested: Town Clerk

Dated: _____


Sept 12/12/2019